

**South Texas College**  
**Art Exhibition Loan Agreement**

**South Texas College**, a public institution of higher education created under Texas law ("College") and \_\_\_\_\_ ("Lender") agree that the following terms and conditions shall govern and control this **Art Exhibition Loan Agreement** ("Agreement"). This Agreement shall be signed by all parties and shall be effective on the date of the last signature ("Effective Date").

<b>1.</b>	<b>RECITALS</b>
1.1	<b>WHEREAS</b> , the College wishes to exhibit for a period of time, on its premises, various pieces of art created by or in control of the Lender; and
1.2	<b>WHEREAS</b> , the Lender is willing to provide one or more pieces of art to the College to be put on exhibit and to be cared for and returned to the Lender on the terms and conditions set forth in this Agreement;
1.3	<b>NOW, THEREFORE</b> , in consideration of the promises and mutual covenants herein contained, the parties agree to the following:
<b>2.</b>	<b>ENGAGEMENT AND SERVICES</b>
2.1	Using the form set forth in <b>Attachment A</b> (the "Artwork Information Sheet"), the Lender shall provide, along with other information as may be reasonable and necessary, a list of all of the objects that will be received by the College for exhibition pursuant to this Agreement (collectively referred to as the "Artwork").
2.2	The exhibition of the Artwork shall take place at the location on one of the College's campuses marked below (the "Gallery") from: _____, 20__ to _____, 20__ (the "Exhibition Period").  a) Pecan Campus Building B Art Gallery ___ b) Pecan Campus Library Art Gallery ___ c) Mid-Valley Campus Library Art Gallery ___ d) Technology Campus Library Art Gallery ___ e) Starr Col. Campus Library Art Gallery ___ f) Nursing & Allied Health Campus Library Art Gallery ___ g) Other: _____
2.3	The Lender will provide a public lecture and presentation concerning the Artwork and, if appropriate, related subject matter at a reception that will be held on _____, 20__ from ____ p.m. to ____ p.m. at the Gallery or such other location chosen by the College.
2.4	To be effective and binding on the College, this Agreement must be signed by the Lender and by <b>ALL</b> required officers and representatives of the College.

<b>3.</b>	<b>FEES AND EXPENSES</b>
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3.1	For and in consideration of the obligations set forth in Section 2 of this Agreement (the "Services"), the Lender shall receive the payment(s) as set forth in <b>Attachment B</b> .
3.2	Except as specified in <b>Attachment B</b> , the College shall not compensate the Lender for the Services or reimburse the Lender for any expenses incurred in providing the Services.
3.3	The Lender agrees that any payments due under this Agreement may be directly applied towards eliminating any debt or delinquency the Lender has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support as required by Texas Govt. Code § 2252.903.
<b>4.</b>	<b>REPRESENTATIONS AND OBLIGATIONS OF THE LENDER</b>
4.1	The Lender shall deliver, or cause to be delivered, the Artwork on or before the date and in accordance with the terms and conditions set forth in <b>Attachment C</b> . The Lender shall retrieve the Artwork, or cause the Artwork to be retrieved, on the date and in accordance with <b>Attachment C</b> . The period of time from the date on which the College actually receives the Artwork to the agreed upon retrieval date, as set forth in <b>Attachment C</b> , is referred to as the "Loan Period."
4.2	The Lender will, when applicable, cause the Artwork to be properly framed with high quality framing and braided picture wire and in a condition ensuring that the Artwork is ready for display. <i>(e.g., no saw tooth hangers, nylon fishing wire, string, twine, or other non-archival hanging material will be accepted).</i>
4.3	The Lender will clearly and accurately label, on the back of the Artwork, his/her name and other information pertinent to said item. If any of the objects comprising the Artwork cannot be labeled, the Lender will provide an itemized list with corresponding images of the Artwork.
4.4	The Lender acknowledges that the College is authorized to photograph and reproduce, in any media, the Artwork, or any portion thereof, for archival, educational and publicity purposes.
4.5	The Lender acknowledges and agrees that amateur photographers may take photographs of the Artwork if they do not use the images for commercial purposes. The College shall post and maintain a notice at the Gallery during the Exhibition Period that any photographs taken of the Artwork may not be used for commercial purposes.
4.6	The Lender agrees that the Artwork may be photographed by the College for a) reproduction in its publications, b) publicity purposes in connection with the exhibition, and c) educational purposes as part of the College's educational mission. The Lender agrees that the College may publicize the exhibition in a manner and to an extent in the College's sole discretion. Unless otherwise agreed, the College will be responsible for the cost of any publicity.
4.7	The Lender acknowledges and agrees that the College has the right to refuse to exhibit any piece of the Artwork for any reason including, without limitation, available space, relevance, and content, in the College's sole discretion and at any time, including the right to withdraw from the exhibit, whether or not the exhibition has already commenced, all or any piece of the Artwork. If any item that comprises the Artwork is removed from the exhibit, the College will use due care in storing the item(s) which shall be retrieved by the Lender with the remaining Artwork in accordance with <b>Attachment C</b> .

4.8	In connection with the presentation described in Section 2.3, the Lender acknowledges that the presentation may be recorded and displayed in conjunction with the Artwork exhibition, at future events, and at other College-related events. In addition, the recordings of any lectures or presentations will be archived as a part of the College's permanent collection and will be accessible via digital media. The Lender may provide background information, a current resume, and comments relating to the Artwork in written form in which case the College agrees to make this material available during the exhibition.
4.9	The Lender hereby warrants that he/she has full legal title to all objects that constitute the Artwork, or that he/she is the duly authorized agent of the owner or owners of said objects and that he/she has full authority to enter into this Agreement. The Lender hereby agrees to indemnify the College against, and hold it harmless from, any liability (including any costs of defending any actions) arising out of claims by individuals, institutions or other persons claiming full or partial title to any of said objects. If the legal ownership of any of the Artwork, by gift, sale or otherwise, changes during the term of this Agreement, the Lender shall notify an authorized representative of the College and provide the identity of the new owner. The new owner may be required to establish his or her legal right to receive the Artwork by proof satisfactory to the College.
4.10	As an agency of the State of Texas, the College's liability for any loss or damage to property of others may be limited by law. The Lender acknowledges and agrees that the College is not liable to the Lender for any losses in excess of the amount of any insurance policy or for any loss or damage due to causes excluded from coverage. <b>The Lender further acknowledges and agrees that the College will not be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this Agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of goodwill, whether or not the College has been advised of the possibility of such damages and whether or not such damages were foreseeable.</b> The insurance policy does not cover any of the Artwork left at the College after the Loan Period, and the College will not be liable for any loss or damage to property of others.
4.11	If the Lender elects, in writing, to maintain his or her own insurance coverage, the College must be supplied with a Certificate of Insurance naming the College as an additional insured or waiving subrogation against the College. Otherwise, this Agreement shall constitute a release of the College, its officers, agents and employees, from liability for any and all claims arising out of loss or damage to the Artwork. The College shall not be responsible for any error or deficiency in information furnished to the Lender's insurer or for lapses in coverage.
4.12	The exhibition of the Artwork is not intended for commercial purposes. The Lender shall not engage in the sale of the Artwork at any time on the College's premises. No prices shall be affixed to any item of the Artwork. The Lender may distribute to patrons a printed catalog or listing of the exhibited Artwork with contact information; however, none of these materials may contain prices relating to any of the Artwork.
4.13	The Lender shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representation of the College except with the prior written authorization of College.

4.14	In receiving or surrendering imported objects, the Lender shall comply with all governmental regulations. If the Lender has knowledge of special conditions governing the item(s), such as copyrights, liens, etc., the Lender shall inform the College accordingly.
4.15	The Lender agrees to perform all of the Services in accordance with the College's policies of which the Lender has actual knowledge, including policies relating to personal health, security, environmental quality safety, fire prevention, noise, smoking, parking, access restrictions and security directives, as well as with all applicable local, state and federal laws, rules, ordinances and regulations.
4.16	In accordance with Texas Govt. Code § 2252.901, neither the Lender nor, if applicable, the Lender's employees who shall provide any of the Services under this Agreement were College employees during the twelve (12) month period immediately prior to the date of execution of this Agreement.
4.17	In accordance with Texas Family Code § 231.006 with respect to child support obligations, the Lender is not ineligible to enter into this Agreement, and this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
4.18	The Lender has not given or offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an employee of the College, a member of the College's Board of Trustees or any public servant in the State of Texas in connection with this Agreement.
4.19	The Lender has acquired any licenses, certifications and permits that are required under this Agreement to provide the Services.
4.20	THE LENDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COLLEGE, THE COLLEGE'S BOARD OF TRUSTEES AND THE STATE OF TEXAS AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, COSTS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF THE LENDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS. IN ADDITION, THE LENDER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT.
<b>5.</b>	<b>OBLIGATIONS OF THE COLLEGE</b>
5.1	The College will exercise due care in respect to the Artwork during the term of this Agreement. The Artwork shall not be repaired, retouched or altered in any way whatsoever, except with written permission of the Lender.

5.2	<p>Unless the Lender elects, in writing, to maintain his or her own insurance coverage, the College, to the extent of its liability, will insure the Artwork under its blanket general commercial liability policy, at the College's expense, for the amount indicated in this Agreement or to the limits of coverage pursuant to the terms and conditions of the College's insurance policy, whichever is lower, against physical loss or damage. The <b>College's insurance policy has a current coverage limit of \$25,000.00</b> and contains the usual exclusions of loss or damage from such causes as gradual deterioration, acts of terrorism, inherent vice, war, invasion, hostilities, insurrections, confiscation by order of any government or public authority, and risk of contraband or illegal transportation and/or trade. The Lender agrees that, in the event of loss or damage, any recovery shall be limited to such amount as may be paid by the insurer and hereby waives any right of subrogation and releases the College, its officers, agents, trustees and employees, from liability for any and all claims arising out of such loss or damage, except for such amount not paid by the insurer because of a deductible provision contained in the policy. The College will consider any items that comprise the Artwork that are not retrieved by the Lender in accordance with <b>Attachment C</b> as abandoned property, and the College shall therefore have the right to treat and dispose of such items as surplus college property. If the College is found to be liable for any damages caused to the Artwork, the College shall have the right, at its option, to repair the damages, or cause the damages to be repaired, at the College's expense.</p> <p><b>Lender's Initials:</b> _____</p>
5.3	<p>An authorized representative of the department within the College which is sponsoring the exhibit will acknowledge receipt of the Artwork by making a notation on the Artwork Information Sheet (<b>Attachment A</b>). Any modifications to the Artwork Information Sheet shall be acknowledged in writing by the Lender and the College. The authorized representative, upon receipt of the Artwork from a shipper or the Lender, will also examine each item for any observable damage. Any apparent damage will be noted on the Artwork Information Sheet and a copy of the Sheet (including any photos, if taken) will be provided to the Lender.</p>
<p><b>6. DEFAULT AND TERMINATION</b></p>	
6.1	<p>The College shall pay the Lender only for the Services actually rendered. The College has the right to deny all, or any portion, of the payment to the Lender if the Lender fails to comply with the terms, conditions and obligations contained in this Agreement.</p>
6.2	<p>If the Lender is in breach of any term of this Agreement, in addition to any other remedies the College may have at law or in equity, the College has the right to terminate this Agreement immediately or, at the College's option and if feasible given the nature and timing of the breach, the College may give the Lender written notice of the breach and a reasonable time to remedy the default.</p>

6.3	Both parties have the right to terminate this Agreement without cause and for any reason, or for no reason, by giving the other party thirty (30) days' written notice in accordance with the terms of this Agreement. In the event of termination by the College based on this Section 6.3, the College shall be liable only for payment of the Services rendered and expenses incurred prior to termination, if any. If the Lender terminates this Agreement based on this Section 6.3, the Lender shall be liable for reimbursement of any reasonable expenses actually incurred by the College in connection with facilitating or promoting the Services that were to be provided under this Agreement. Each party is obligated to use reasonable efforts to mitigate and avoid any expenses if the Agreement is terminated by the other party. Notwithstanding the foregoing, under no circumstances shall the College be liable for any payment or reimbursement to the Lender for an amount that exceeds the payment terms set forth in <b>Attachment B</b> .	
6.4	Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.	
<b>7.</b>	<b>RELATIONSHIP AND REFERENCE</b>	
7.1	The parties are independent contractors, and neither party is the agent of the other. This Agreement does not establish a partnership, joint venture, joint enterprise, or similar relationship. The Lender is liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, Social Security and other taxes or benefits of its employees. The Lender shall have no authority to act for or on behalf of College or the State of Texas except as expressly provided for in the Agreement.	
7.2	The Lender shall be responsible for the payment of any taxes due on any monies received under this Agreement, and the Lender specifically acknowledges that the Lender is not covered by workman's compensation or any other insurance policy held by the College.	
7.3	The Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Agreement as a third-party beneficiary or otherwise.	
<b>8.</b>	<b>NOTICES</b>	
8.1	All notices must be in writing and addressed to the other party's primary contact listed in 8.2. Notices can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).	
8.2	<b>Lender:</b> [Name] [Address]  [Telephone] [Email]	<b>College:</b> South Texas College Attn: 3201 W. Pecan Blvd. McAllen, TX 78501 956.  @southtexascollege.edu

<b>9.</b>	<b>AMENDMENT AND ASSIGNMENT</b>
9.1	The Agreement, and each of its provisions, shall inure to the benefit of, be binding upon, and be enforceable against each party hereto and their respective permitted successors, assigns, transferees and delegates and, unless otherwise expressly provided for herein, shall not be subsequently waived, amended, modified or altered except by mutual written agreement signed by the College's authorized agent.
9.2	Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so shall be a breach of this Agreement and void.
<b>10.</b>	<b>ENTIRE AGREEMENT</b>
10.1	This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any terms or conditions on a quote, purchase order, invoice, order confirmation, or other similar document related to this Agreement are void.
10.2	If a court of competent jurisdiction finds any provision of the Agreement illegal, unenforceable or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
<b>11.</b>	<b>GOVERNING LAW AND JURISIDICITION</b>
11.1	To the extent Texas Govt. Code Chapter 2260 is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General, must be used by the parties to attempt to resolve any claim for breach of contract made by the Lender that cannot be resolved in the ordinary course of business. The College's Vice President for Finance & Administrative Services will examine the Lender's claim and any counterclaim and negotiate with the Lender in an effort to resolve such claims. The parties specifically agree that: (i) neither the execution of the Agreement nor any other conduct, action or inaction of any representative of the College relating to the Agreement constitutes or is intended to constitute a waiver of the College's or the state's sovereign immunity to suit; and (ii) the College has not waived its right to seek redress in the courts.
11.2	ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CONFLICTS OF LAW PRINCIPLES AND, SUBJECT TO THE PROVISIONS OF TEXAS GOVT. CODE CHAPTER 2260, WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HIDALGO COUNTY, TEXAS; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
11.3	Nothing in this Agreement shall constitute or be construed as a waiver of the College's or the State's sovereign immunity or as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the College or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the College or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

11.4	Any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
<b>12.</b>	<b>COUNTERPARTS AND SURVIVAL</b>
12.1	The parties may execute this Agreement using electronic signatures, electronic copies, and in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement.
12.2	The terms and conditions of the Agreement that by their nature require performance by either party after the termination of this Agreement, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, and governing law, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this Agreement, shall be and remain enforceable after such termination of this Agreement for any reason whatsoever.
12.3	The failure of a party to require performance by another party under the Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.
<b>13.</b>	<b>ACKNOWLEDGEMENTS</b>
13.1	<p>The Lender acknowledges that pursuant to <i>Texas Local Govt. Code Chapter 176</i>, all vendors who contract or seek to contract with a "local governmental entity" such as the College may be required to complete a conflict of interest questionnaire ("CIQ") if such vendor has a relationship with an officer of the College who is considered a "local government officer" or with a family member of such officer. If completion of a CIQ is required as of the Effective Date or at any time during the term of this Agreement, the Lender shall file the CIQ with the College's Vice President of Finance &amp; Administrative Services. At <a href="https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf">https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf</a>, the Lender can find the official CIQ form along with a list of the College officers who are defined by Chapter 176 as "local government officers."</p> <p><b>Lender's Initials:</b> _____</p>



13.2	<p>The Lender acknowledges that pursuant to <i>Texas Education Code</i> § 44.034, a person or business entity, <b>excluding</b> publicly-traded companies and certain vendors of library goods and services, which does business with the College, must notify the College if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct that resulted in the felony conviction. At <a href="https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf">https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf</a>, the Lender can find a Criminal History Disclosure Form (“CHDF”) that may be used for this purpose. If the Lender is required to submit a CHDF pursuant to § 44.034 as of the Effective Date or at any time during the term of this Agreement, the Lender shall send the CHDF to the College’s Vice President of Finance &amp; Administrative Services with a copy to the Director of Purchasing.</p> <p><b>Lender's Initials:</b> _____</p>
13.3	<p>If the Lender is a taxable entity subject to the Texas Franchise Tax (Texas Tax Code Chapter 171), the Lender certifies that the Lender is not currently delinquent in the payment of any taxes due under Chapter 171 or that the Lender is not subject to those taxes.</p>
13.4	<p>Performance by the College under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the College’s Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, the College will issue written notice to the Lender and the College may terminate the Agreement without further duty or obligation hereunder. The Lender acknowledges that appropriation, allotment, and allocation of funds are beyond the College’s control.</p>
13.5	<p>The Lender acknowledges that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under <i>Texas Education Code</i> § 51.9335(c). The Lender shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.</p>
13.6	<p>The College strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (“TPIA”). Unless otherwise informed by the Lender in writing, the College shall consider all information, documentation and any other materials requested to be submitted in connection with the Agreement to be of a nonconfidential and non-proprietary nature and therefore subject to public disclosure under the TPIA. In accordance with TPIA §§ 552.002 and 2252.907 and at no additional charge to the College, the Lender will make any information created or exchanged with the College pursuant to the Agreement (and not otherwise exempt from disclosure under the TPIA) available in a format reasonably requested by the College that is accessible by the public. If applicable, the Lender will comply with the requirements of Texas Govt. Code § 552.372(a).</p>
13.7	<p>If (i) this Agreement has a total value of \$100,000 or more, and (ii) the Lender is a for-profit business with at least ten (10) employees, then, pursuant to Texas Govt. Code Chapter 2271, if otherwise applicable, the Lender certifies that it (a) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. The Lender acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.</p>

13.8	Pursuant to Texas Govt. Code Chapter 2252, the Lender certifies that the Lender is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The Lender acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
13.9	The Lender represents and warrants that: (a) the Lender does not, and will not for the duration of this Agreement, boycott energy companies or have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or (b) these verifications required by Texas Govt. Code Chapter 2274 do not apply to this Agreement. If circumstances relevant to this representation change during the course of the Agreement, the Lender shall promptly notify the College.
13.10	Under Texas Health and Safety Code § 161.0085 pertaining to the use of “vaccine passports,” the Lender is not ineligible to receive or enter into this Agreement.
13.11	Under Texas Govt. Code §§ 2155.006 & 2155.0061 dealing with the misuse of disaster relief funds and prohibitions on human trafficking respectively, the Lender is not ineligible to receive or enter into this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
13.12	Pursuant to Texas Govt. Code § 2274.0102 dealing with access to critical infrastructure, the Lender is not ineligible to receive or enter into this Agreement.
13.13	The Lender represents and warrants that the provision of goods and services or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
13.14	The Lender certifies that it and, if applicable, its principals are not suspended or debarred from doing business with the state or federal government as listed on the <i>State of Texas Debarred Vendor List</i> maintained by the Texas Comptroller of Public Accounts and the <i>System for Award Management (SAM)</i> maintained by the General Services Administration.
13.15	The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective in accordance with the terms stated above.

**LENDER**

By: \_\_\_\_\_

Name:	
Date:	

**SOUTH TEXAS COLLEGE (College)**

By: \_\_\_\_\_

Name:	Dr. Ricardo J. Solis*
Title:	President
Date:	

By: \_\_\_\_\_

Name:	
Title:	
Date:	

By: \_\_\_\_\_

Name:	
Title:	
Date:	

By: \_\_\_\_\_

Name:	
Title:	
Date:	

**Notice: The College's policy prohibits contracting with a current employee or a former employee unless the Effective Date of the Agreement is 12 months or more after the date of termination. Any contract or agreement in violation of this policy shall be void.**

**\*If this Agreement requires payment(s) totaling more than \$1,000.00, to be binding on the College, the College's President must sign.**

**Attachment A**  
**Artwork Information Sheet**

Brief Description of the Artwork:

The information requested below is essential for catalogue, publicity, label and educational purposes and will appear as listed below. Please be complete:

Artist: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Credit: \_\_\_\_\_ Website: \_\_\_\_\_

Estimated Total Value of the Artwork (U.S. Currency): \$\_\_\_\_\_

1. Title Medium Year Dimensions Value

Received: Yes \_\_\_ No \_\_\_

Damaged: Yes \_\_\_ No \_\_\_ (If yes, describe the nature of the damages.)

2. Title Medium Year Dimensions Value

Received: Yes \_\_\_ No \_\_\_

Damaged: Yes \_\_\_ No \_\_\_ (If yes, describe the nature of the damage.)

## Attachment B Payment Terms

<b>Description of Fees and Expenses*:</b>	<p><b>Check the Applicable Box(es) or Mark "NA" for Not Applicable:</b></p> <p>1. ____ The College will pay the Lender the sum of \$ ____ as an <i>Honorarium</i> in connection with providing the Services.</p> <p>2. ____ No <i>Honorarium</i>, reimbursement or payment of any kind is due and payable from the College to the Lender in connection with providing the Services.</p> <p>3. ____ The College will use its best efforts to obtain sufficient funding for the upcoming fiscal year in order to pay the Lender the sum of \$ ____ as an <i>Honorarium</i> in connection with providing the Services. The College makes no representation or warranty of any kind that such funding will be obtained, and the Lender shall have no claim against the College for failing to obtain such funding. Notwithstanding any other provision contained in the Agreement, the Lender may terminate this Agreement, without incurring any liability, on or before August __, 20__ by notifying the College in writing.</p> <p>4. ____ The College will incur the cost of the Lender's lodging for __ nights by making payment directly to the hotel chosen by the College in its sole discretion. The amount payable by the College to the hotel shall not exceed \$ ____.</p> <p>5. ____ The College will reimburse the Lender for the following expenses:</p> <p>_____</p> <p>_____</p> <p><b>Lender's Initials:</b> _____</p>
	<p>*Any expenses must be i) reasonable, ii) necessary in order to provide the Services pursuant to this Agreement, iii) actually incurred by the Lender, and iv) verifiable.</p>
<p><b>Payment Terms:</b> Unless otherwise indicated by the College, after the Lender concludes the Services, the Lender shall sign a Services Rendered Form (SRF) prepared by the College for payment processing.</p> <p>In lieu of the SRF, the Lender may, at its option, submit an invoice. The invoice must describe the Services rendered, include the purchase order number, and be accompanied by any other necessary documentation and information, such as expense verification receipts, reasonably requested by the College.</p> <p>If the Lender is in compliance with the Agreement, the College shall pay the Lender within 30 days of receiving either the signed SRF or the approved invoice.</p> <p><b>Note:</b> In order to process the SRF or invoice, the Lender must provide, or have on file with the College, a current IRS form W-9.</p>	

## **Attachment C Loan Period**

The Lender shall deliver the Artwork to the College, or cause the Artwork to be delivered to the College, such that all of the Artwork shall be received by the College no later than \_\_\_\_\_, 20\_\_.

All costs incurred in connection with the delivery and/or shipment of the Artwork from the Lender to the College shall be borne by the: \_\_\_Lender \_\_\_College.

No later than \_\_\_\_\_, 20\_\_, the Lender shall retrieve all of the Artwork from the College or cause all of the Artwork to be retrieved from the College.

All costs incurred in connection with the delivery and/or shipment of the Artwork from the College to the Lender, or to the Lender's designee, shall be borne by the: \_\_\_Lender \_\_\_College.

The time period commencing with the College's actual receipt of the Artwork through and until the date by which the Lender is obligated to retrieve the Artwork or cause the Artwork to be retrieved as set forth in this **Attachment C**, whether or not the Lender in fact retrieves the Artwork, shall constitute the "Loan Period."

The Lender acknowledges that the College shall have no obligations with respect to the care, protection, and storage of the Artwork after the expiration of the Loan Period.

**Lender's Initials:** \_\_\_\_\_